

## **POLICY NO. 625**

**Area: Human Resources**

*Original signature is on file in  
the Office of General Counsel*

Adopted: March 1, 2022

Certified by \_\_\_\_\_  
Curtis Pettis  
Vice President for Administration/CFO

Revisions Adopted:

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**Subject: FLEXIBLE WORK POLICY**

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It is the policy of Central State University to provide flexibility in staffing that balances the operational demands of the University while continuing to deliver exceptional service to our students, faculty, and staff. The University strives to find ways to improve upon employee engagement, enhance job satisfaction, and empower leaders. Central State University will maintain a highly productive workforce that supports our ability to meet university goals.

### **SCOPE**

This policy applies to all non-bargaining staff.

### **DEFINITIONS**

#### **Flexible Work Schedule**

A schedule with starting and ending times of an employee's workday (workweek) for all or part of the workday (workweek) while maintaining University business hours.

#### **Rotational**

A schedule that includes both in-person on campus and work from home or other location during a workday or workweek.

#### **Remote**

Some or all work hours are completed at the employee's home or from another location away from campus.

#### **Staggered scheduling**

Alternate time to begin and end the workday.

#### **Compressed workweek**

A work week compressed into fewer than five workdays.

## CONSIDERATIONS

Considerations for flexible work schedules, include but are not limited to:

- The work is considered official University business,
- All or significant components of the work can be done at the off-campus work site,
- Operational needs of the department are met,
- Full understanding of the operation of the department,
- The ability to set priorities and manage time,
- A history of reliable and responsible performance of work duties,
- Satisfactory personnel evaluations,
- Accessibility by telephone or videoconference during assigned work hours, and
- Completion of the Flexible Work Agreement.

## REQUESTS

Any eligible employee may request a flexible work schedule. The employee must obtain his/her respective Vice President/Provost approval and also contact the Director of Human Resources concerning such request. The employee must complete the Flexible Work Agreement form and submit it for approval to the Vice President/Provost and the Director of Human Resources. The form must include the reason(s) for the schedule, including benefit(s)/advantage(s) for the University and the employee, information regarding University equipment, materials and resources needed to support the schedule, length of the schedule, location, hours of work, employee contact information, and other requested information deemed necessary by the University. All flexible work schedule requests for approval are made on a case-by-case basis. The Vice President/Provost reserves the right to approve or deny requests at his/her discretion. A flexible work schedule is not guaranteed to any employee and is subject to the considerations listed above.

Any flexible work schedule may be discontinued, at will, at any time at the request of either the employee or the University.

## SECURITY

Consistent with the University's expectations of information security for employees working on- site, flexible work schedule employees will be expected to ensure the protection of University equipment and information security from their offsite location. **Under no circumstances shall data be stored or downloaded on an employee's personal computer.**

In the event of loss, misuse or theft of this equipment, Employee agrees to contact their local law enforcement and immediately report the incident (no later than 24 hours) to their supervisor. The employee must also immediately contact Marauder IT Services at (937) 376-6476. If legal action is necessary to regain possession of University owned equipment, software, data and/or supplies, Employee agrees to pay all costs of such action including attorney's fees, should the University prevail. Employee agrees to return this property to the supervisor and/or manager no later than the close of business on the last day of employment with the University, or sooner as directed. All equipment supplied by the University will be inventoried and accounted for by informing Inventory Control. All equipment will be returned in a useable condition or the replacement value of the equipment may be deducted from the employee's last paycheck. **Signing this agreement authorizes the University to deduct from your last paycheck, if necessary.**

## **SAFETY**

The employee will establish an appropriate work environment at the off-campus site for work purposes. The University will not be responsible for costs associated with the schedule of the employee's off-campus office such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space. The University will not be responsible for moving furniture, equipment, or household belongings, nor for making any improvements or modifications to create the remote work location.

Employee agrees to designate a workspace within employee's remote location and maintain this workspace in a safe condition, free from hazards and other dangers to Employee and Central State University equipment. The remote work location must be free from distractions and disturbances from children, pets, family members and others.

## **MISCELLANEOUS**

Tax and other legal implications for the business use of the employee's home are based on IRS and state and local government restrictions. The employee understands that he/she is responsible for tax consequences and other legal implications that may occur, including local zoning regulations.

Employees must attend meetings, training sessions, events, or occurrences.

A flexible work schedule is NOT designed to be a replacement for appropriate dependent care.

The availability of a flexible work schedule for employees can be discontinued at any time at the discretion of Central State University. The revocation or denial of a request for a flexible work schedule is not subject to any grievance procedure or legal action. Employee agrees to indemnify and hold the University harmless for any legal fees incurred as the result of any legal action taken by the employee.

Employees are expected to follow established University policies, procedures, and guidelines.

There shall be no additional pay for a flexible work schedule nor shall mileage be paid for transportation between an Employee's off campus site and University campus(es).

Flexible work agreements will be reviewed semi-annually.

## **APPROVAL**

All flexible work schedules are approved at the sole discretion of the Vice President/Provost and Director of Human Resources. Not all flexible work schedules will be approved.

# FLEXIBLE WORK AGREEMENT

## Agreement Parties

This agreement is between Central State University and Name of Employee:

\_\_\_\_\_

This Agreement is effective from date(s):\_\_\_\_\_to \_\_\_\_\_

## Employee Information

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

Middle Initial: \_\_\_\_\_ CSU I.D. #: \_\_\_\_\_

## Off-Campus Work Site Street

Address: \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_

Position Title: \_\_\_\_\_

Department Name: \_\_\_\_\_

Direct Supervisor: \_\_\_\_\_

Reason for Agreement

Type of Flexible Work Schedule (Check One):

Rotational

Remote

Staggered

Compressed

Off-Campus Worksite Information

Work Schedule Information

Address: \_\_\_\_\_ City\_\_\_\_\_

Cell Phone Number: \_\_\_\_\_

Day of Week	Work Hours	On-Campus	Off-Campus
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			
Sunday			

**University Equipment:** Central State University agrees it will provide and maintain the following equipment to facilitate this agreement:

EquipmentType (& ID)	Description/Function

## Agreement Stipulations

1. My total number of work days will not change.
2. There may be times when I will be requested to come to the campus on a day that I might have planned to spend at the off-campus work site. My supervisor will try to minimize these unplanned office visits, but I recognize the need for them and will come in when requested. Similarly, there may be weeks when I must spend more time than planned on the campus when the nature of the workload requires it. I will be responsible to come into the office on campus as requested during these times.
3. I understand there shall be no additional pay, nor shall mileage be paid for transportation between my remote site and the University.
4. The duties, obligations, responsibilities, and conditions of my employment with the University remain unchanged. My salary and benefits (retirement, vacation, sick leave benefits, and insurance coverage) shall remain the same.
5. Work hours, use of sick leave, and approval for use of vacation will conform to university policies and procedures, departmental guidelines, and to the terms otherwise agreed upon by my supervisor and me.
6. I agree to seek advance approval from my supervisor to use sick leave, vacation leave, time off, or any other form of leave.
7. I agree that I will not be the primary care provider for any dependent during my work hours and I will make regular dependent care arrangements during telecommuting periods.
8. I agree to maintain a safe and secure work environment. Upon reasonable notice, I agree to allow the University access to assess safety and security.
9. I agree to indemnify and hold the University harmless for injury to myself or others at the off-campus work site.
10. I understand that my personal vehicle will not be used for university business unless specifically authorized by my supervisor.
11. I **agree** to use University-owned equipment, records, and materials for the purpose of university business only, and to protect them against unauthorized or accidental access, use, modification, destruction, or disclosure. I **agree** to report to the supervisor instances of loss, damage, or unauthorized access at the earliest reasonable opportunity. In the event of loss, misuse, or theft of this equipment, the Employee agrees to contact their local law enforcement and immediately report (no later than 24 hours) to their supervisor. In the event the loss is after hours, the employee must immediately contact [Marauder IT Services](#) at (937) 376-6476.
12. I **agree** not to download any University data or information onto my personal computer or any computer provided by the University in my possession. I agree to save my work on the University's server system.

13. I understand that all equipment, records, and materials provided by the University shall remain the property of the University.
14. Employee agrees to return this property to the supervisor and/or manager no later than the close of business on the last day of employment with the University, or sooner as directed. All equipment supplied by the University will be inventoried and accounted for by informing Inventory Control. All equipment will be returned in a useable condition, or the replacement value of the equipment may be deducted from the employee's last paycheck. Signing this agreement authorizes the University to deduct from your last paycheck, if necessary.
15. Tax and other legal implications for the business use of my home are based on IRS and state and local government restrictions. I am responsible for tax consequences and other legal implications that may occur including local zoning regulations.
16. I understand that all office equipment and supplies used off-site will be documented and pre-approved by my supervisor in the Flexible Work Agreement or other written communication and that I will not be reimbursed for any other equipment or supplies.
17. I understand that all obligations, responsibilities, terms, and conditions of employment with the University remain unchanged, except those obligations and responsibilities specifically addressed in this agreement.
18. I agree to be available during the assigned business hours as stipulated in this agreement.
19. I understand that any change in this schedule requires advance approval by my supervisor.

### **Amendment**

These terms and conditions may be modified, amended, or terminated at any time by written notification from the Vice President as necessary to ensure the operating needs of the University are met.

### **Disclaimer**

Nothing contained in these terms and conditions conveys nor is it intended to convey upon Employee a contract of employment.

I have read and understand the Flexible Work Policy. I understand that I must comply with the policies and procedures of the University as well as federal, state, and local laws and regulations as necessary.

I further understand that confidentiality and security of University information are paramount and I will ensure that the confidentiality of information is safeguarded in accordance with federal, state, and local policies and procedures.

I further understand that participation in the flexible work policy is not an employee right, and the University may discontinue the program and/or my participation in the program at any time. The revocation or denial of a request for a flexible work schedule is not subject to any grievance procedure or legal action. Employee agrees to indemnify and hold the University harmless for any legal fees incurred as the result of any legal action.

The University reserves the right to cancel or modify this agreement at any time.

I hereby affirm by my signature that I have read the Flexible Work Policy and understand and agree to all of its provisions.

Employee Signature: \_\_\_\_\_ Date \_\_\_\_\_

Supervisor \_\_\_\_\_ Date \_\_\_\_\_

Vice President/Provost \_\_\_\_\_ Date: \_\_\_\_\_

Director of Human Resources: \_\_\_\_\_ Date: \_\_\_\_\_